



# राजपत्र, हिमाचल प्रदेश

## हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

---

शिमला, बुधवार, 5 फरवरी, 2014 / 16 माघ, 1935

---

हिमाचल प्रदेश सरकार

विधि विभाग

अधिसूचना

शिमला-2, 04 फरवरी, 2014

संख्या: एल.एल.आर.-डी.(6)-48/2013-लेज.—हिमाचल प्रदेश की राज्यपाल, भारत के संविधान के अनुच्छेद 200 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 29-01-2014 को अनुमोदित (होटल और आवास गृह) विलास-वस्तुएं कर द्वितीय संशोधन विधेयक, 2013 (2013 का विधेयक संख्यांक 37) को वर्ष 2014 के अधिनियम संख्यांक 6 के रूप में संविधान के अनुच्छेद 348 (3) के अधीन उसके अंग्रेजी प्राधिकृत पाठ सहित हिमाचल प्रदेश ई-राजपत्र में प्रकाशित करती हैं।

आदेश द्वारा,  
(चिराग भानू सिंह),  
प्रधान सचिव (विधि)।

## हिमाचल प्रदेश (होटल और आवास गृह) विलास-वस्तुएं कर द्वितीय संशोधन अधिनियम, 2013

(राज्यपाल महोदया द्वारा तारीख 29 जनवरी, 2014 को यथाअनुमोदित)

हिमाचल प्रदेश (होटल और आवास गृह) विलास-वस्तुएं कर अधिनियम, 1979 (1979 का अधिनियम संख्यांक 15) का और संशोधन करने के लिए अधिनियम।

भारत गणराज्य के चौंसठवें वर्ष में हिमाचल प्रदेश विधान सभा द्वारा निम्नलिखित रूप में यह अधिनियमित हो :-

1. **संक्षिप्त नाम.**—इस अधिनियम का संक्षिप्त नाम हिमाचल प्रदेश (होटल और आवास गृह) विलास-वस्तुएं कर द्वितीय संशोधन अधिनियम, 2013 है।

2. **धारा 6-ग का संशोधन.**—हिमाचल प्रदेश (होटल और आवास गृह) विलास-वस्तुएं कर अधिनियम, 1979, (1979 का 15) की धारा 6-ग में,—

(क) उपधारा (1) में, “जैसी विहित की जाए” चिन्ह और शब्दों के स्थान पर “तथा ऐसे महत्वपूर्ण पर्यटन स्थलों को अपवर्जित कर, जो ऐसी स्कीम में विहित किए जाएं” शब्द और चिन्ह रखे जाएंगे।;

(ख) उपधारा (1) के खण्ड (i) में, “जुलाई, 2008 के पन्द्रहवें दिन से प्रारम्भ होकर और जुलाई, 2013 के चौदहवें दिन” शब्दों, चिन्हों और अंकों के स्थान पर “जुलाई, 2013 के पन्द्रहवें दिन से प्रारम्भ होकर और जुलाई, 2018 के चौदहवें दिन” शब्द, चिन्ह और अंक रखे जाएंगे; और

(ग) उपधारा (2) के स्पष्टीकरण के खण्ड (ख) के स्थान पर निम्नलिखित खण्ड रखा जाएगा, अर्थात् :-

“(ख) “ग्रामीण क्षेत्र” से किसी नगरपालिका क्षेत्र की ठीक बाहरी सीमाओं से तीन किलोमीटर से बाहर का कोई क्षेत्र अभिप्रेत है।”।

---

*AUTHORITATIVE ENGLISH TEXT*

Act No. 6 of 2014

### THE HIMACHAL PRADESH TAX ON LUXURIES (IN HOTELS AND LODGING HOUSES) SECOND AMENDMENT ACT, 2013

(AS ASSENTED TO BY THE GOVERNOR ON 29<sup>TH</sup> JANUARY, 2014)

AN

ACT

*further to amend the Himachal Pradesh Tax on Luxuries (in Hotels and Lodging Houses)  
Act, 1979 (Act No.15 of 1979).*

BE it enacted by the Legislative Assembly of Himachal Pradesh in the Sixty-fourth Year of the Republic of India as follows:—

**1. Short title.**—This Act may be called the Himachal Pradesh Tax on Luxuries (in Hotels and Lodging Houses) Second Amendment Act, 2013.

**2. Amendment of section 6-C.**—In section 6-C of the Himachal Pradesh Tax on Luxuries (in Hotels and Lodging Houses) Act, 1979, (15 of 1979),—

- (a) in sub-section (1), for the words “as may be prescribed”, the words “and excluding such important tourist destinations as may be prescribed in such scheme” shall be substituted.;
- (b) in sub-section (1), in clause (i), for the figures, words and signs “15<sup>th</sup> day of July, 2008 and ending on 14<sup>th</sup> day of July, 2013”, the figures, words and signs “15<sup>th</sup> day of July, 2013 and ending on 14<sup>th</sup> day of July, 2018” shall be substituted.; and
- (c) in sub-section (2), in the Explanation, for clause (b), the following clause shall be substituted, namely:—

“(b) “rural area” means any area falling beyond three kilometers from the immediate outer limits of a municipality.”.

विधि विभाग

अधिसूचना

शिमला-2, 04 फरवरी, 2014

**संख्या: एल.एल.आर.-डी.(6)-42/2013-लेज.**—हिमाचल प्रदेश की राज्यपाल, भारत के संविधान के अनुच्छेद 200 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 29-01-2014 को अनुमोदित हिमाचल प्रदेश भूतपूर्व सैनिक निगम (संशोधन) विधेयक, 2013 (2013 का विधेयक संख्यांक 36) को वर्ष 2014 के अधिनियम संख्यांक 5 के रूप में संविधान के अनुच्छेद 348 (3) के अधीन उसके अंग्रेजी प्राधिकृत पाठ सहित हिमाचल प्रदेश ई-राजपत्र में प्रकाशित करती हैं।

आदेश द्वारा,  
(चिराग भानू सिंह),  
प्रधान सचिव (विधि)।

2014 का अधिनियम संख्यांक 5

**हिमाचल प्रदेश भूतपूर्व सैनिक निगम (संशोधन) अधिनियम, 2013**

(राज्यपाल महोदया द्वारा तारीख 29 जनवरी, 2014 को यथाअनुमोदित)

हिमाचल प्रदेश भूतपूर्व सैनिक निगम अधिनियम, 1979 (1980 का अधिनियम संख्यांक 8) का और संशोधन करने के लिए अधिनियम।

भारत गणराज्य के चौंसठवें वर्ष में हिमाचल प्रदेश विधान सभा द्वारा निम्नलिखित रूप में यह अधिनियमित हो:-

1. **संक्षिप्त नाम.**—इस अधिनियम का संक्षिप्त नाम हिमाचल प्रदेश भूतपूर्व सैनिक निगम (संशोधन) अधिनियम, 2013 है।

2. **धारा 4 का संशोधन.**—हिमाचल प्रदेश भूतपूर्व सैनिक निगम अधिनियम, 1979 (जिसे इसमें इसके पश्चात् "मूल अधिनियम" कहा गया है) की धारा 4 की उपधारा (1) में, "शिमला" शब्द के स्थान पर "हमीरपुर" शब्द रखा जाएगा।

3. **धारा 5 का संशोधन.**—मूल अधिनियम की धारा 5 में, "दो करोड़" शब्द जहां-जहां ये आते हैं के स्थान पर "पांच करोड़" शब्द रखे जाएंगे।

4. **धारा 7 का संशोधन.**—मूल अधिनियम की धारा 7 की उपधारा (1) में,—

(i) खण्ड (क) में, "सामान्य प्रशासन विभाग" शब्दों के स्थान पर "सैनिक कल्याण विभाग" शब्द रखे जाएंगे; और

(ii) खण्ड (ग) में, "कृषि उत्पादन आयुक्त, हिमाचल प्रदेश" शब्दों और चिन्ह के स्थान पर "सचिव (कृषि) हिमाचल प्रदेश सरकार" शब्द और कोष्ठक रखे जाएंगे।

5. **धारा 15 का संशोधन.**—मूल अधिनियम की धारा 15 की उपधारा (2) के खण्ड (iv) के पश्चात् निम्नलिखित नया खण्ड (iv-क) अन्तःस्थापित किया जाएगा, अर्थात्:—

“(iv-क) राज्य और केन्द्रीय सरकार के विभागों, संस्थानों और पब्लिक सेक्टर उपक्रमों आदि को सुरक्षा कर्मचारिवृन्द उपलब्ध कराना; और ”।

---

*AUTHORITATIVE ENGLISH TEXT*

Act No. 5 of 2014

**THE HIMACHAL PRADESH EX-SERVICEMEN CORPORATION  
(AMENDMENT) ACT, 2013**

(AS ASSENTED TO BY THE GOVERNOR ON 29<sup>TH</sup> JANUARY, 2014)

AN

ACT

*further to amend the Himachal Pradesh Ex-Servicemen Corporation Act, 1979 (Act No. 8 of 1980).*

BE it enacted by the Legislative Assembly of Himachal Pradesh in the Sixty-fourth Year of the Republic of India as follows:—

1. **Short title.**—This Act may be called the Himachal Pradesh Ex-Servicemen Corporation (Amendment) Act, 2013.

**2. Amendment of section 4.**—In section 4 of the Himachal Pradesh Ex-Servicemen Corporation Act, 1979 (hereinafter referred to as the “principal Act”), in sub-section (1), for the word “Simla”, the word “Hamirpur” shall be substituted.

**3. Amendment of section 5.**—In section 5 of the principal Act, for the words “two crores” wherever these occur, the words “five crores” shall be substituted.

**4. Amendment of section 7.**—In section 7 of the principal Act, in sub-section (1),—

- (i) in clause (a), for the words “General Administration Department”, the words “Sainik Welfare Department” shall be substituted.; and
- (ii) in clause (c), for the words and sign “Agricultural Production Commissioner, Himachal Pradesh”, the words and brackets “Secretary (Agriculture) to the Government of Himachal Pradesh” shall be substituted.

**5. Amendment of section 15.**—In section 15 of the principal Act, in sub-section (2), after clause (iv), the following new clause (iv-a) shall be inserted, namely:—

“(iv-a) to provide security staff to the State and Central Government Departments, Institutions and Public Sector Undertakings etc.; and”.

## आयुर्वेद विभाग

### अधिसूचना

शिमला—2, 31 जनवरी, 2014

**संख्या: आयु0-बी-(2)-3/2011.**—हिमाचल प्रदेश की राज्यपाल, भारत के संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, हिमाचल प्रदेश आयुर्वेद विभाग में विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट), वर्ग-I (राजपत्रित) के पद के लिए इस अधिसूचना से संलग्न उपाबन्ध—“क” के अनुसार, भर्ती और प्रोन्नति नियम, बनाती हैं, अर्थात्:—

**1. संक्षिप्त नाम और प्रारम्भ.**—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश आयुर्वेद विभाग, विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट), वर्ग-I (राजपत्रित) भर्ती और प्रोन्नति नियम, 2014 है।

(2) ये नियम राजपत्र, हिमाचल प्रदेश में प्रकाशित किए जाने की तारीख से प्रवृत्त होंगे।

**2. निरसन और व्यावृत्तियां.**—(1) इस विभाग की अधिसूचना संख्या स्वास्थ्य-ए(3)-4/88 तारीख 29-03-1990 द्वारा अधिसूचित हिमाचल प्रदेश भारतीय चिकित्सा पद्धति एवं होम्योपैथी विभाग (वर्ग-I सेवा) विकिरण चिकित्सक (रेडियोलॉजिस्ट) भर्ती और प्रोन्नति नियम, 1990 का एतद्वारा निरसन किया जाता है।

(2) ऐसे निरसन के होते हुए भी उपर्युक्त उप-नियम 2(1) के अधीन इस प्रकार निरसित नियमों के अधीन की गई कोई नियुक्ति, बात या कार्यवाई इन नियमों के अधीन विधिमान्य रूप में की गई समझी जाएगी।

आदेश द्वारा,  
हस्ताक्षरित /—  
(संजय गुप्ता)  
प्रधान सचिव (आयुर्वेद)।

हिमाचल प्रदेश आयुर्वेद विभाग में विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट), वर्ग—I (राजपत्रित) के पद के लिए भर्ती और प्रोन्नति नियम

1. पद का नाम.—विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट)
2. पदों की संख्या.—01 (एक)
3. वर्गीकरण.—वर्ग—I (राजपत्रित)
4. वेतनमान.—(i) नियमित पदधारियों के लिए वेतनमान:—  
पे बैंड 10300–34800 /— रुपए जमा 5000 /— रुपए ग्रेड पे।  
(ii) संविदा पर नियुक्त कर्मचारियों के लिए उपलब्धियां:—  
स्तम्भ 15—क में दिए गए ब्यौरे के अनुसार 15,300 /— रुपए प्रतिमास।
5. चयन पद अथवा अचयन पद.—लागू नहीं।
6. सीधी भर्ती के लिए आयु.—45 वर्ष और इससे कम :

परन्तु सीधे भर्ती किए जाने वाले व्यक्तियों के लिए ऊपरी आयु सीमा, तदर्थ या संविदा के आधार पर नियुक्त किए गए व्यक्तियों सहित, पहले से ही सरकार की सेवा में रत अभ्यर्थियों को लागू नहीं होगी :

परन्तु यह और कि यदि तदर्थ या संविदा के आधार पर नियुक्त किया गया अभ्यर्थी इस रूप में नियुक्ति की तारीख को अधिक आयु का हो गया हो तो, वह तदर्थ या संविदा के आधार पर नियुक्ति के कारण विहित आयु में छूट के लिए पात्र नहीं होगा :

परन्तु यह और कि अनुसूचित जातियों/अनुसूचित जनजातियों तथा अन्य वर्गों के व्यक्तियों के लिए ऊपरी आयु सीमा में उतनी ही छूट दी जा सकेगी, जितनी हिमाचल प्रदेश सरकार के साधारण या विशेष आदेश के अधीन अनुज्ञेय है :

परन्तु यह और भी कि पब्लिक सेक्टर, निगमों तथा स्वायत्त निकायों के सभी कर्मचारियों को, जो ऐसे पब्लिक सेक्टर, निगमों तथा स्वायत्त निकायों के प्रारम्भिक गठन के समय ऐसे पब्लिक सेक्टर, निगमों तथा स्वायत्त निकायों में आमेदन से पूर्व सरकारी कर्मचारी थे, सीधी भर्ती में आयु सीमा में ऐसी ही रियायत दी जाएगी, जैसी सरकारी कर्मचारियों को अनुज्ञेय है, किन्तु इस प्रकार की रियायत पब्लिक सेक्टर, निगमों तथा स्वायत्त निकायों के ऐसे कर्मचारियों को नहीं दी जाएगी, जो पश्चात्वर्ती ऐसे निगमों/स्वायत्त निकायों द्वारा नियुक्त किए गए थे/किए गए हैं और उन पब्लिक सेक्टर, निगमों/स्वायत्त निकायों के प्रारम्भिक गठन के पश्चात् निगमों/स्वायत्त निकायों की सेवा में अन्तिम रूप से आमेलित किए गए हैं/किए गए थे।

(1) सीधी भर्ती के लिए आयु सीमा की गणना उस वर्ष के प्रथम दिवस से की जाएगी, जिसमें पद (पदों) को आवेदन आमन्त्रित करने के लिए, यथास्थिति, विज्ञापित किया गया है या नियोजनालयों को अधिसूचित किया गया है।

(2) अन्यथा सुअर्हित अभ्यर्थियों की दशा में सीधी भर्ती के लिए आयु सीमा और अनुभव हिमाचल प्रदेश लोक सेवा आयोग के विवेकानुसार शिथिल किया जा सकेगा।

7. सीधे भर्ती किए जाने वाले व्यक्तियों के लिए अपेक्षित न्यूनतम शैक्षिक और अन्य अर्हताएं.—(क) अनिवार्य अर्हताएं : (i) किसी मान्यताप्राप्त विश्वविद्यालय से एम0बी0बी0एस0 की उपाधि रखता हो।

(ii) हिमाचल प्रदेश सरकार या केन्द्रीय सरकार द्वारा मान्यता प्राप्त संस्था से विकिरण चिकित्सा विज्ञान (रेडियोलॉजिस्ट) में उपाधि/डिप्लोमा।

(ख) *वॉछनीय अर्हताएं* : (i) अनुभव रखने वाले को अधिमान दिया जाएगा।

(ii) हिमाचल प्रदेश की रूढ़ियों, रीतियों और बोलियों का ज्ञान और प्रदेश में विद्यमान विशिष्ट दशाओं में नियुक्ति के लिए उपयुक्तता।

8. सीधे भर्ती किए जाने वाले व्यक्तियों के लिए विहित आयु और शैक्षिक अर्हता(एं), प्रोन्नत व्यक्तियों की दशा में लागू होगी या नहीं.—*आयु* : लागू नहीं।

*शैक्षिक अर्हता* : लागू नहीं।

9. परीक्षा की अवधि, यदि कोई हो.—दो वर्ष, जिसका एक वर्ष से अनधिक ऐसी और अवधि के लिए विस्तार किया जा सकेगा, जैसा सक्षम प्राधिकारी विशेष परिस्थितियों में और लिखित कारणों से आदेश दे।

10. भर्ती की पद्धति: भर्ती सीधी होगी या प्रोन्नति, प्रतिनियुक्ति, स्थानान्तरण द्वारा और विभिन्न पद्धतियों द्वारा भरे जाने वाले पदों की प्रतिशतता.—शत-प्रतिशत सीधी भर्ती द्वारा, यथास्थिति, नियमित आधार पर या संविदा के आधार पर भर्ती द्वारा, ऐसा न होने पर स्थानान्तरण द्वारा/सैकेण्डमैन्ट आधार पर।

11. प्रोन्नति, प्रतिनियुक्ति, स्थानान्तरण की दशा में श्रेणियां जिनसे प्रोन्नति/प्रतिनियुक्ति/स्थानान्तरण किया जाएगा.—स्वास्थ्य और परिवार कल्याण विभाग के चिकित्सा अधिकारियों (जनरल विंग) में से, जो उपरोक्त स्तम्भ संख्या 7(क) के सामने सीधी भर्ती के लिए यथाविहित अनिवार्य अर्हताएं रखते हों, स्थानान्तरण द्वारा/सैकेण्डमैन्ट आधार पर।

12. यदि विभागीय प्रोन्नति समिति, विद्यमान हो तो उसकी संरचना.—लागू नहीं।

13. भर्ती करने में जिन परिस्थितियों में हिमाचल प्रदेश लोक सेवा आयोग से परामर्श किया जाएगा.—जैसा विधि द्वारा अपेक्षित हो।

14. सीधी भर्ती के लिए अनिवार्य अपेक्षा.—किसी सेवा या पद पर नियुक्ति के लिए अभ्यर्थी का भारत का नागरिक होना अनिवार्य है।

15. सीधी भर्ती द्वारा पद पर नियुक्ति के लिए चयन.—सीधी भर्ती के मामले में पद पर नियुक्ति के लिए चयन, मौखिक परीक्षा के आधार पर किया जाएगा। यदि, यथास्थिति, हिमाचल प्रदेश लोक सेवा आयोग या अन्य भर्ती प्राधिकरण ऐसा करना आवश्यक या समीचीन समझे, तो लिखित परीक्षा या व्यावहारिक परीक्षा के आधार पर किया जाएगा, जिसका स्तर/पाठ्यक्रम इत्यादि, यथास्थिति आयोग/अन्य भर्ती प्राधिकरण द्वारा अवधारित किया जाएगा।

15-क. संविदा नियुक्ति द्वारा पद पर नियुक्ति के लिए चयन.—इन नियमों में किसी बात के होते हुए भी पद पर संविदा नियुक्तियां, नीचे दिए गए निबन्धनों और शर्तों के अधीन की जाएंगी :-

## (I) संकल्पना :

(क) इस पॉलिसी के अधीन आयुर्वेद विभाग में विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट) को संविदा के आधार पर प्रारम्भ में एक वर्ष के लिए लगाया जाएगा, जिसे वर्षानुवर्ष आधार पर बढ़ाया जा सकेगा :

परन्तु संविदा अवधि में वर्षानुवर्ष आधार पर विस्तारण/नवीकरण के लिए सम्बद्ध विभागाध्यक्ष, यह प्रमाण पत्र जारी करेगा कि संविदा पर नियुक्त व्यक्ति की सेवा तथा आचरण, वर्ष के दौरान संतोषजनक पाया गया है और तभी उसकी संविदा अवधि नवीकृत/विस्तारित की जाएगी।

(ख) पद का हिमाचल प्रदेश लोक सेवा आयोग के कार्यक्षेत्र में आना.—प्रधान सचिव (आयुर्वेद)/सचिव (आयुर्वेद), हिमाचल प्रदेश सरकार, रिक्त पदों को संविदा के आधार पर भरने के लिए सरकार का अनुमोदन प्राप्त करने के पश्चात् अध्यपेक्षा को संबद्ध भर्ती अभिकरण, अर्थात् हिमाचल प्रदेश लोक सेवा आयोग के समक्ष रखेगा।

(ग) चयन, भर्ती और प्रोन्नति नियमों में विहित पात्रता शर्तों के अनुसार किया जाएगा।

## (II) संविदात्मक उपलब्धियां :

संविदा के आधार पर नियुक्त विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट) को 15,300/- रुपए की समेकित नियत संविदात्मक रकम (जो पे बैण्ड का न्यूनतम जमा ग्रेड पे के बराबर होगी) प्रतिमास संदत्त की जाएगी। यदि संविदा में एक वर्ष से अधिक की बढ़ौतरी की जाती है, तो पश्चात्तर्वर्ती वर्ष (वर्षों) के लिए संविदात्मक उपलब्धियों में 459/- रुपए की रकम (पद के पे बैण्ड का न्यूनतम जमा ग्रेड पे का तीन प्रतिशत) वार्षिक वृद्धि के रूप में अनुज्ञात की जाएगी।

## (III) नियुक्ति/अनुशासन प्राधिकारी :

प्रधान सचिव (आयुर्वेद)/सचिव (आयुर्वेद), हिमाचल प्रदेश सरकार नियुक्ति और अनुशासन प्राधिकारी होगा।

## (IV) चयन प्रक्रिया :

संविदा नियुक्ति की दशा में पद पर नियुक्ति के लिए चयन, मौखिक परीक्षा के आधार पर किया जाएगा या यदि आवश्यक या समीचीन समझा जाए, तो लिखित परीक्षा या व्यावहारिक परीक्षा के आधार पर किया जाएगा, जिसका स्तर/पाठ्यक्रम इत्यादि सम्बद्ध भर्ती अभिकरण, अर्थात् हिमाचल प्रदेश लोक सेवा आयोग द्वारा अवधारित किया जाएगा।

## (V) संविदात्मक नियुक्तियों के लिए चयन समितः

जैसी संबद्ध भर्ती अभिकरण अर्थात् हिमाचल प्रदेश लोक सेवा आयोग द्वारा समय-समय पर गठित की जाए।

## (VI) करार :

अभ्यर्थी को, चयन के पश्चात्, इन नियमों से संलग्न उपाबन्ध-ख के अनुसार करार हस्ताक्षरित करना होगा।

## (VII) निबन्धन और शर्तें :

(क) संविदा पर नियुक्त व्यक्ति को 15,300/- रुपए की नियत संविदात्मक रकम (जो पे बैण्ड का न्यूनतम जमा ग्रेड पे के बराबर होगी) प्रतिमास संदत्त की जाएगी। संविदा पर नियुक्त व्यक्ति आगे बढ़ाए गए वर्षों के लिए संविदात्मक रकम में 459/- रुपए (पद के पे-बैंड का न्यूनतम जमा ग्रेड पे का तीन प्रतिशत) की वृद्धि का हकदार होगा और अन्य कोई सहबद्ध प्रसुविधाएं, जैसे वरिष्ठ/चयन वेतनमान आदि नहीं दिया जाएगा।

(ख) संविदा पर नियुक्त व्यक्ति की सेवा पूर्णतया अस्थायी आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है, तो नियुक्ति समाप्त किए जाने के लिए दायी होगी।

(ग) संविदा पर नियुक्त व्यक्ति एक मास की सेवा पूरी करने के पश्चात्, एक दिन के आकस्मिक अवकाश का हकदार होगा। तथापि, संविदा पर नियुक्त कर्मचारी बारह सप्ताह के प्रसूति अवकाश और दस



दिन के चिकित्सा अवकाश का हकदार भी होगा/होगी। वह चिकित्सा प्रतिपूर्ति और एल0टी0सी0 इत्यादि के लिए भी हकदार नहीं होगा/होगी। संविदा पर नियुक्त व्यक्ति को उपरोक्त के सिवाय किसी प्रकार का अन्य कोई अवकाश अनुज्ञात नहीं होगा :

परंतु अनुपभुक्त आकस्मिक अवकाश और चिकित्सा अवकाश एक कलैण्डर वर्ष संचित किया जा सकेगा और आगामी कलैण्डर वर्ष के लिए अग्रनीत नहीं किया जाएगा।

(घ) नियन्त्रक अधिकारी के अनुमोदन के बिना सेवा से अनाधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्यावसान (समापन) हो जाएगा। तथापि, कतिपय मामलों में जहां कर्तव्य (ड्यूटी) से अनुपस्थिति के लिए परिस्थितियां चिकित्सा आधार पर उसके नियन्त्रण से बाहर हों एवं ऐसे मामले में उसके नियमितकरण के लिए विचार करते समय ऐसी अवधि को वर्जित (निकाला) नहीं किया जाएगा, परन्तु पदधारी को इस बाबत समय पर नियन्त्रण प्राधिकारी को सूचित करना पड़ेगा। तथापि, संविदा पर नियुक्त व्यक्ति कर्तव्य (ड्यूटी) से अनुपस्थिति की इस अवधि के लिए संविदात्मक रकम का हकदार नहीं होगा :

परन्तु वह सरकार के प्रचलित अनुदेशों के अनुसार चिकित्सा अधिकारी द्वारा जारी बीमारी/आरोग्यता प्रमाण पत्र प्रस्तुत करेगा/करेगी।

(ङ) संविदा पर नियुक्त कर्मचारी, जिसने तैनाती के एक स्थान पर तीन वर्ष का कार्यकाल पूर्ण कर लिया है, आवश्यकता के आधार पर स्थानान्तरण हेतु पात्र होगा, जहां भी प्रशासनिक आधार पर ऐसा करना अपेक्षित हो।

(च) चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण पत्र प्रस्तुत करना होगा। बारह सप्ताह से अधिक की गर्भवती महिला अभ्यर्थी प्रसव होने तक, अस्थायी तौर पर अनुपयुक्त बनी रहेगी। महिला अभ्यर्थी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः परीक्षण किया जाएगा।

(छ) संविदा पर नियुक्त व्यक्ति का, यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर, जैसी नियमित प्रतिस्थानी कर्मचारी को वेतनमान के न्यूनतम पर लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा/होगी।

(ज) नियमित कर्मचारियों की दशा में यथा लागू सेवा नियमों के उपबन्ध, जैसे एफ.आर.एस.आर, छुट्टी नियम, साधारण भविष्य निधि नियम, पेन्शन नियम तथा आचरण नियम आदि संविदा पर नियुक्त व्यक्तियों की दशा में लागू नहीं होंगे। वे इस स्तम्भ में यथावर्णित उपलब्धियों आदि के लिए हकदार होंगे।

**16. आरक्षण.**—सेवा में नियुक्ति, हिमाचल प्रदेश सरकार द्वारा समय-समय पर अनुसूचित जातियों/अनुसूचित जन-जातियों/अन्य पिछड़े वर्गों और अन्य प्रवर्ग के व्यक्तियों के लिए सेवाओं में आरक्षण की बाबत जारी किए गए आदेशों के अधीन होगी।

**17. विभागीय परीक्षा.**—सेवा में प्रत्येक सदस्य को समय-समय पर यथा संशोधित विभागीय परीक्षा नियम, 1997 में यथा विहित विभागीय परीक्षा पास करनी होगी।

**18. शिथिल करने की शक्ति.**—जहां राज्य सरकार की यह राय हो कि ऐसा करना आवश्यक या समीचीन है, वहां वह, कारणों को लिखित में अभिलिखित करके और हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, आदेश द्वारा, इन नियमों के किन्हीं उपबन्धों को किसी वर्ग या व्यक्ति (व्यक्तियों) के प्रवर्ग या पद (पदों) की बाबत, शिथिल कर सकेगी।

**विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट) और हिमाचल प्रदेश सरकार के मध्य प्रधान सचिव (आयुर्वेद)/सचिव (आयुर्वेद), हिमाचल प्रदेश सरकार के माध्यम से निष्पादित की जाने वाली संविदा/करार का प्ररूप**

यह करार श्री/श्रीमती .....पुत्र/पुत्री श्री ..... निवासी.....  
....., संविदा पर नियुक्त व्यक्ति (जिसे इसमें इसके पश्चात् “प्रथम पक्षकार” कहा गया है) और हिमाचल प्रदेश की राज्यपाल, के मध्य प्रधान सचिव (आयुर्वेद)/सचिव आयुर्वेद, हिमाचल प्रदेश सरकार (जिसे इसमें इसके पश्चात् “द्वितीय पक्षकार” कहा गया है) के माध्यम से आज तारीख..... को किया गया।

“द्वितीय पक्षकार” ने उपरोक्त “प्रथम पक्षकार” को लगाया है और प्रथम पक्षकार ने विकिरण चिकित्सक विज्ञानी (रेडियोलॉजिस्ट) के रूप में संविदा के आधार पर निम्नलिखित निबन्धन और शर्तों पर सेवा करने के लिए सहमति दी है:—

1. यह कि प्रथम पक्षकार विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट) के रूप में.....से प्रारम्भ होने और ..... को समाप्त होने वाले दिन तक, एक वर्ष की अवधि के लिए द्वितीय पक्षकार की सेवा में रहेगा। यह विनिर्दिष्ट रूप से उल्लिखित किया गया है और दोनों पक्षकारों द्वारा करार पाया गया है कि प्रथम पक्षकार की द्वितीय पक्षकार के साथ संविदा, आखिरी कार्य दिवस को अर्थात्.....दिन को सवयंमेव ही पर्यवसित (समाप्त) हो जाएगी और सूचना नोटिस आवश्यक नहीं होगा :

परन्तु वर्षानुवर्ष आधार पर संविदा की अवधि में विस्तारण/नवीकरण के लिए विभागाध्यक्ष यह प्रमाण पत्र जारी करेगा कि संविदा पर नियुक्त व्यक्ति की सेवा तथा आचरण, वर्ष के दौरान संतोषजनक रहा है और केवल तभी संविदा की अवधि को विस्तारित/नवीकृत की जाएगी।

2. प्रथम पक्षकार का संविदात्मक रकम 15,300/— रुपए प्रति मास होगी।
3. प्रथम पक्षकार की सेवा पूर्णतया अस्थायी आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है या यदि नियमित पदधारी उस रिक्ति के विरुद्ध नियुक्त/तैनात कर दिया जाता है जिसके लिए प्रथम पक्षकार को संविदा पर लगाया गया है, तो नियुक्ति (पर्यवसित) समाप्त की जाने के लिए दायी होगा।
4. संविदा पर नियुक्त विकिरण चिकित्सा विज्ञानी (रेडियोलॉजिस्ट) एक मास की सेवा पूरी करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार होगा। तथापि संविदा पर नियुक्त कर्मचारी बारह सप्ताह के प्रसूति अवकाश और दस दिन के चिकित्सा अवकाश के लिए भी हकदार होगा/होगी। वह चिकित्सा प्रतिपूर्ति और एल0टी0सी0 इत्यादि के लिए हकदार नहीं होगा/होगी। संविदा पर नियुक्त व्यक्ति को उपरोक्त के सिवाय किसी अन्य प्रकार का कोई अवकाश अनुज्ञात नहीं होगा।

परन्तु अनुपभुक्त आकस्मिक अवकाश और चिकित्सा अवकाश एक कलैण्डर वर्ष तक संचित किया जा सकेगा और आगामी कलैण्डर वर्ष के लिए अग्रणीत नहीं किया जाएगा।

5. नियन्त्रक अधिकारी के अनुमोदन के बिना सेवा से अनाधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्यावसान (समापन) हो जाएगा। तथापि, कतिपय मामलों में जहां कर्तव्य (ड्युटी) से अनुपस्थिति के लिए परिस्थितियां चिकित्सा आधार पर उसके नियन्त्रण से बाहर हों, ऐसे मामले में उसके नियमितकरण के लिए विचार करते समय ऐसी अवधि को अपवर्जित (निकाला) नहीं किया जाएगा, परन्तु पदधारी को इस बाबत समय पर नियन्त्रण प्राधिकारी को

सूचित करना पड़ेगा। तथापि, संविदा पर नियुक्त व्यक्ति कर्तव्य (ड्युटी) से अनुपस्थिति की इस अवधि के लिए संविदात्मक रकम का हकदार नहीं होगा।

परन्तु वह सरकार के प्रचलित अनुदेशों के अनुसार चिकित्सा अधिकारी द्वारा जारी बीमारी/आरोग्य का प्रमाण पत्र प्रस्तुत करेगा/करेगी।

6. संविदा के आधार पर नियुक्त कर्मचारी, जिसने तैनाती के एक स्थान पर तीन वर्ष का कार्यकाल पूर्ण कर लिया है, आवश्यकता के आधार पर स्थानान्तरण हेतु पात्र होगा, जहां भी प्रशासनिक आधार पर ऐसा करना अपेक्षित हो।
7. चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्यता प्रमाण पत्र प्रस्तुत करना होगा। महिला अभ्यर्थियों की दशा में, बारह सप्ताह से अधिक की गर्भावस्था, प्रसव होने तक, उसे अस्थायी तौर पर अनुपयुक्त बना देगी। महिला अभ्यर्थी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः परीक्षण किया जाना चाहिए।
8. संविदा पर नियुक्त व्यक्ति का, यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर, जैसी नियमित प्रतिस्थानी कर्मचारी को वेतनमान के न्यूनतम पर लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा/होगी।
9. संविदा पर नियुक्त व्यक्ति(यों) को कर्मचारी सामूहिक बीमा योजना के साथ-साथ ई0पी0एफ0/जी0पी0एफ0 भी लागू नहीं होगा।

इसके साक्ष्यस्वरूप प्रथम पक्षकार और द्वितीय पक्षकार ने इसमें सर्वप्रथम उल्लिखित तारीख को अपने-अपने हस्ताक्षर कर दिए हैं।

साक्षियों की उपस्थिति में :

(प्रथम पक्षकार के हस्ताक्षर)

1. ....  
नाम .....  
पता .....
2. ....  
नाम .....  
पता .....

साक्षियों की उपस्थिति में

(द्वितीय पक्षकार के हस्ताक्षर)

*[Authoritative English Text of this Department's Notification No. Ayur-B(2)-3/2011 dated 31<sup>st</sup> January, 2014 as required under clause (3) of Article 348 of the Constitution of India].*

## AYURVED DEPARTMENT

### NOTIFICATION

*Shimla-171002, the 31st January, 2014*

**No. Ayur-B(2)-3/2011.**—In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with H.P. Public Service

Commission, is pleased to make the Recruitment and Promotion Rules for the post of Radiologist, Class-I (Gazetted), in the Department of Ayurveda, Himachal Pradesh, as per **Annexure-‘A’** attached to this notification, namely :—

**1. Short title & Commencement.**—(I) These rules may be called the Himachal Pradesh, Department of Ayurveda, Radiologist, Class-I (Gazetted) Recruitment & Promotion Rules, 2014.

(II) These rules shall come into force from date of publication in the Rajpatra, Himachal Pradesh.

**2. Repeal & Saving.**—(I) The Himachal Pradesh Department of Indian System of Medicine and Homeopathy, Class-I service (Radiologist) Recruitment and Promotion Rules, 1990 notified vide this Department Notification Health-A(3)-4/88 Dated 29-3-1990 are hereby repealed.

(II) Notwithstanding such repeal, any appointment made or anything done or any action taken under the relevant rules so repealed under sub rule 2(1) supra shall be deemed to have been validly made, done or taken under these rules.

By order,  
Sd/-  
SANJAY GUPTA,  
*Principal Secretary (Ayurveda).*

**ANNEXURE-A**

**Draft Recruitment and Promotion Rules for the post of Radiologist (Class-I Gazetted)  
in the Department of Ayurveda, Himachal Pradesh**

- 1. Name of Post.**—Radiologist.
- 2. Number of Post(s).**—1 (One).
- 3. Classification.**—Class-I (Gazetted).
- 4. Scale of Pay.**—(i) **Pay Scale for regular incumbents:-**  
Pay Band ₹ 10300-34800 plus 5000/-Grade Pay.  
(ii) **Emoluments for contract employees:-**  
₹ 15,300/- as per details given in Column 15-A.
- 5. Whether “selection” or “Non-selection” post.**—Not applicable.
- 6. Age for direct recruitment.**—45 years and below :

Provided that the upper age limit for direct recruits will not be applicable to the candidates already in service of the Government including those who have been appointed on adhoc or on contract basis;

Provided further that if a candidate appointed on adhoc basis or on contract basis had become overage on the date when he /she was appointed as such he/she shall be eligible for any relaxation in the prescribed age limit by virtue of his/her adhoc or contract appointment.

Provided further that the upper age limit is relaxable for Scheduled Castes/Scheduled Tribes/Other categories of persons to the extent permissible under the general or special order(s) of the Himachal Pradesh Government;

Provided further that the employees of all the Public Sector Undertakings and Autonomous Bodies who happened to be Government servants before absorption in Public Sector Undertakings/ Autonomous Bodies at the time of initial constitutions of such Undertakings/ Autonomous Bodies shall be allowed age concession in direct recruitment as admissible to Government Servants. This concession will however not be admissible to such staff of the Public Sector Undertakings/ Autonomous Bodies who were/are subsequently appointed by such Undertakings /Autonomous Bodies and who are/were finally absorbed in the service of such Undertakings/ Autonomous Bodies after initial constitution of the Public Sector Undertakings/ Autonomous Bodies.

1. Age limit for direct recruitment shall be reckoned on the first day of the year in which the post(s) is/are advertised for inviting applications or notified to the Employment Exchanges as the case may be.

2. Age and qualification/experience in the case of direct recruitment is relaxable at the discretion of H.P. Public Service Commission in case the candidate is otherwise well qualified.

**7. Minimum educational and other qualifications required for direct recruit(s).—**  
(a) **ESSENTIAL QUALIFICATION.**—(i) Should possess a degree of M.B.B.S. from a recognized University.

(ii) Degree/Diploma in Radiology from an Institution recognized by H.P. Government or Central Government.

(b) **DESIRABLE QUALIFICATION(S).**—(i) Experienced hands will be preferred.

(ii) Knowledge of customs, manners and dialects of Himachal Pradesh and suitability for appointment in the peculiar conditions prevailing in the Pradesh.

**8. Whether age and educational qualification(s) prescribed for direct recruit(s) will apply in the case of the promotee(s).—Age :** Not applicable.

*Educational Qualification :* Not applicable.

**9. Period of probation, if any.**—Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and reasons to be recorded in writing.

**10. Method of recruitment whether by direct recruitment or by promotion deputation, transfer and the percentage of posts to be filled in by various methods.**—100% by direct recruitment on a regular basis or by recruitment on contract basis, as the case may be failing which by transfer/on secondment basis.

**11. In case of recruitment by promotion, deputation, transfer, grade from which promotion/deputation/transfer is to be made.**—By transfer/on secondment basis from amongst the Medical Officer (General Wing) of the Health & Family Welfare Department possessing the essential qualifications as prescribed for direct recruitment against Column No. 7(a) above.

**12. If a Departmental Promotion Committee exists, what is its composition.—**Not Applicable.

**13. Circumstances under which the H.P.P.S.C. is to be consulted in making recruitment.—**As required under the Law.

**14. Essential requirement for a direct recruitment.—**A candidate for appointment to any service or post must be a citizen of India.

**15. Selection for appointment to post by direct recruitment.—**Selection for appointment to the post in the case of direct recruitment shall be made on the basis of *viva-voce* test, if H.P. Public Service Commission or other recruiting authority as the case may be, so consider necessary or expedient by a written test or practical test, the standard/syllabus etc. of which will be determined by the Commission/other recruiting authority as the case may be.

**15-A. Selection for appointment to post by direct recruitment on contract basis.—**Notwithstanding anything contained in these Rules, contract appointments to the post will be made subject to the terms and conditions given below:—

**(I) Concept :**

(a) Under this policy, Radiologist in Department of Ayurveda will be engaged on contract basis initially for one year, which may be extended on year to year basis.

Provided that for extension/renewal of contract period on year to year basis the concerned HOD shall issue a certificate that the service and conduct of the contract appointee is satisfactory during the year and only then his period of contract is to be renewed/extended.

(b) **Post falls within the purview of HP PSC.—**The Principal Secretary (Ayurveda)/Secretary (Ayurveda) after obtaining the approval of the Government to fill up the vacant post(s) on contract basis will place the requisition with the concerned recruitment agency *i.e.* H.P. Public Service Commission.

(c) The selection will be made in accordance with the eligibility conditions prescribed in these R&P Rules.

**(II) Contractual Emoluments :**

The Radiologist appointed on contract basis will be paid consolidated fixed contractual amount @ ₹ 15,300/- per month (which shall be equal to minimum of the pay band + grade pay). An amount of ₹ 459 /- (3% of the minimum of pay band + grade pay of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed if contract is extended beyond one year.

**(III) Appointment/Disciplinary Authority :**

The Principal Secretary (Ayurveda)/Secretary (Ayurveda) to the Govt. of H.P. will be appointing and disciplinary authority.

**(IV) Selection Process :**

Selection for appointment to the post in the case of contract appointment will be made on the basis of *viva-voce* test, or if considered necessary or expedient by a written test or practical test,

the standard /syllabus etc. of which will be determined by the concerned recruitment agency i.e. H.P. Public Service Commission.

**(V) Committee for selection of Contractual Appointment :-**

“As may be constituted by the concerned recruiting agency i.e. H.P. Public Service Commission from time to time”.

**(VI) Agreement :**

After selection of a candidate, he/she shall sign an agreement as per Annexure-B appended to these Rules.

**(VII) Terms and Conditions :**

(a) The contract appointee will be paid consolidated fixed contractual amount @ ₹ 15,300/- per month (which shall be equal to minimum of the pay band + grade pay). The contract appointee will be entitled for increase in contractual amount @ of ₹ 459/- (3% of the minimum of pay band + grade pay of the post) for further extended years and no other allied benefits such as seniority/selection scales and NPA etc. will be given.

(b) The service of the contract appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.

(c) Contract appointee will be entitled one day Casual Leave after putting one month service. However, the contract employees will also be entitled for 12 weeks Maternity Leave and 10 day's Medical Leave. He/She shall not be entitled for Medical Re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Provided that the un-availed Casual Leave and Medical Leave can be accumulated upto the Calendar Year and will not be carried forward for the Next Calendar Year.

(d) Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for unauthorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty;

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

(e) An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.

(f) Selected candidate will have to submit a certificate of his/her fitness from a Govt./Registered Medical Practitioner. Women candidate pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness from an authorized Medical Officer /Practitioner.

(g) Contract appointee will be entitled for TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counterpart official at the minimum of pay scale.

(h) Provisions of service rules like FR,SR, Leave Rules, GPF Rules, Pension Rules & Conduct Rules etc. as are applicable in case of regular employees will not be applicable in case of contract appointees. They will be entitled for emoluments etc. as detailed in this Column.

**16. Reservation.**—The appointment to the service shall be subject to orders regarding reservation in the service for Schedule Caste/Scheduled Tribes/Other backward Classes/other categories of person issued by the H.P. Govt. from time to time.

**17. Departmental Examination.**—Every member of the service shall pass a Departmental Examination as prescribed in the Departmental Examination Rules, 1997 as amended from time to time.

**18. Power to relax.**—Where the State Govt. is of the opinion that it is necessary or expedient to do so, it may, by order for reasons to be recorded in writing and in consultation with the H.P. Public Service Commission relax any of the provision(s) of these rules with respect to any class or category of person(s) or post(s).

## ANNEXURE-B

### FORM OF CONTRACT/AGREEMENT TO BE EXECUTED BETWEEN THE RADIOLOGIST AND THE GOVERNMENT OF HIMACHAL PRADESH THROUGH PRINCIPAL SECRETARY/SECRETARY (AYURVEDA) TO THE GOVERNMENT OF HIMACHAL PRADESH

This agreement is made on this.....day of ..... in the year..... between Sh./Smt.....son/daughter of Shri..... R/o..... Contract appointee (here-in-after called the FIRST PARTY), AND the Governor, Himachal Pradesh through Principal Secretary (Ayurveda)/Secretary (Ayurveda) to the Govt. of Himachal Pradesh (here-in-after the SECOND PARTY). Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and FIRST PARTY has agreed to serve as a Radiologist on contract basis on the following terms and conditions:—

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Radiologist for a period of 1 year commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and ending on \_\_\_\_\_ day of \_\_\_\_\_ and ending on the day of \_\_\_\_\_. It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with the SECOND PARTY shall ipso-facto stand terminated on the last working day i.e. on \_\_\_\_\_. And information notice shall not be necessary.

Provided that for-further extension /renewal of contract period the HOD shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed/extended.



2. The contractual amount of the FIRST PARTY will be ₹ 15,300/- per month.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good or if a regular incumbent is appointed/posted against the vacancy for which the first party was engaged on contract.
4. Contractual Radiologist will be entitled for one day casual leave after putting in one month service. However the contract employee will also be entitled 12 weeks maternity leave and 10 days medical leave. He/She shall not be entitled for Medical Re-imbursement and LTC etc. No leave of any other kind except above is admissible to contract appointee.

Provided that the un-availed casual leave and medical leave can be accumulated upto calendar year and will not be carried forward for the next calendar year.

5. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty.

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

6. An official appointed on contract basis who have complete three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of his/her fitness from Government/registered Medical Practitioner. In case of women candidates pregnant beyond twelve weeks will render her temporarily unfit till the confinement is over. The woman candidate should be re-examined for fitness from and authorized Medical Officer/Practitioner.
8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rates as applicable to regular counter-part official at the minimum of the pay scale.
9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to the contractual appointee(s).

IN WITNESS the FIRST PARTY and SECOND PARTY have herein to Sset their hands the day, month and year first, above written.

IN THE PRESENCE OF WITNESS:

(Signature of the FIRST PARTY)

1. \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

2.

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

IN THE PRESENCE OF WITNESS:

(Signature of the SECOND PARTY)

\_\_\_\_\_

**HIGH COURT OF HIMACHAL PRADESH AT SHIMLA****NOTIFICATION***Shimla, the 24<sup>th</sup> January, 2014*

**No.HHC/Rules(CFE-mail Service/2014.**—In exercise of powers under Part X of the Code of Civil Procedure, 1908 (5 of 1908) and Order V, Rule 9 of the Code of Civil Procedure, 1908 and all other powers enabling in in this behalf the High Court of Himachal Pradesh, hereby makes the following Rules:—

**CHAPTER-I**  
**GENERAL**

**1. Title.**—These Rules may be called **The Himachal Pradesh Court Service of Processes by Courier, Fax and Electronic Mail Service (Civil Proceedings) Rules, 2013.**

**2. Commencement.**—These Rules shall come into force with effect from the date of their notification.

**3. Application.**—These Rules shall apply to all civil proceedings including suit, Writ Petitions Application, Appeal, Reviews pending before the High Court of H. P. or any subordinate Court or Tribunal in Himachal Pradesh.

**4. Definitions.**—(a) **“Code”** means Code of Civil Procedure, 1908.

(b) **“Courier”** means a proprietorship concern, a firm, a company or a body corporate engaged in the business of delivering postal articles.

(c) **“recommendation Committee”** means the committee constituted by the Chief Justice of the High Court, consisting of Registrar General, one officer of the High Court not below the rank of Addl. Registrar and one officer of the HP Higher Judicial Services, for preparing a panel of proposed Approved Couriers.

(d) **“High Court”** means the High Court of Himachal Pradesh.

(e) **“Chief Justice”** means the Chief Justice or the Acting Chief Justice of the High Court of Himachal Pradesh.

(f) **“District Judge”** means the District and Sessions Judges of Himachal Pradesh.

(g) **“Registrar General”** means the Registrar General of the High Court of Himachal Pradesh.

- (h) **“Approved Courier”** means the courier on panel of Approved Couriers.
- (i) **“Proof of Delivery”** means the report submitted by the Approved Courier, in the communication of the Court and includes the reasons of nondelivery.
- (j) **“Postal Article”** includes the envelopes packets, parcels containing summons, notices, documents or other communications of the Court handed over for service to the Approved Courier with the label **“COURT SUMMONS SERVICE”**.
- (k) **“FAX”** (a short form of facsimile) is the telephone transmission of scanned in printed material (text or images ) to a telephone number with a printer or any other output device.
- (l) **“Electronic Mail Service”** means the summons sent in predesigned template form by electronic mail, digitally signed by the presiding officer of the Court or any other person authorized in this behalf.
- (m) **“Electronic Mail Service”** means the summons sent in pre-designed template form by electronic mail, digitally signed by the presiding officer of the Court or any other person authorized in this behalf by the High Court or the District Judge, as the case may be.

## CHAPTER-2

### SELECTION OF COURIER AND SERVICE BY COURIER

**5. Procedure for selecting as Approved Courier.**—(a) The High Court will invite tenders from the Couriers who desire to be selected as Approved Courier, on the terms and conditions laid down in these rules and other directions and instructions issued by the High Court from time to time, within a specified period as given in the notification. The tender will be issued as far as possible in Form 'A' appended with these rules.

- (b) The Chief Justice will constitute a 'Recommendation Committee' consisting of :—
  - (i) Registrar General, who will head the Committee.
  - (ii) One Officer not below the rank of an Addl. Registrar; and
  - (iii) One officer of H.P. (Higher) Judicial Service.
- (c) The Recommendation Committee will prepare a panel of all the proposed Approved Couriers taking into consideration:—
  - (i) reputation of the Courier;
  - (ii) past record of the Courier;
  - (iii) Structure of the organization of the Courier and its network including the financial capacity and standing;
  - (iv) the experience and capacity of the Courier to provide the desired service;
  - (v) willingness to abide by the terms and conditions as laid down in these rules; and

(vi) readiness to fulfill the criterion laid down by the High Court.

- (d) (i) The Recommendation Committee, after preparing the proposed panel will place it before the Chief Justice for consideration and approval of the panel Approved Couriers. The Chief Justice will examine the entire list of the applicants as well as the proposed panel of Approved Couriers and after examining the same, issue appropriate directions notifying the final panel of selected Approved Couriers.
- (ii) The Registrar General will intimate all the Approved Couriers of their being empaneled.

**6. Agreement and Undertaking by a Courier.**—The Approved Courier shall enter into an agreement, with such variations and modifications as may be found necessary in Form 'B' and shall also file an undertaking before the Registrar General, stating therein:—

- (a) that the Approved Courier is not a party to any litigation pending before any of the Courts in H. P. and if it is, make a full and complete disclosure of the same.
- (b) That the approved courier will be solely responsible for the safety and security of the documents/goods to be delivered by it.
- (c) That the postal article handed over to the Approved Courier will be handled only by its regular employees having reasonable knowledge of English language.

**7. Procedure for service of process.**—(a) Where the employee of the Approved Courier delivers to the defendant personally, or to an agent or other person on his behalf, he shall require the signatures of the person to whom the postal article is so delivered or tendered to an acknowledgment of service endorsed on the original summons.

- (b) That the Approved Courier would necessarily furnish proof of delivery in case of served processes with legible signatures of the receipt or return envelope with a proper report in legible handwriting in case of unserved process within a period of 30 days under acknowledgment, from the Registry. In case of refusal by addressee, the name and designation of the person refusing the article or his relation with the addressee, shall be clearly mentioned on the unserved article.
- (c) Where the defendant is absent from his residence at the time when the service of the summons by the approved Courier is sought to be affected on him at his residence and there is no likelihood of his being found at the residence within a reasonable time and he has no agent to empower to accept service of the summons on his behalf, service may be made on any adult member of the family, whether male or female, who is residing with him.
- (d) A proof of delivery shall be supported by an affidavit of the person delivering the post.

**8. Procedure for removing the Courier from the panel of Approved Couriers.**—(a) Name of the Courier will be liable to be removed from the panel if:

- (i) the Court, which has issued the summons or on whose behalf summons has been issued, finds prima facie the person employed by the Courier to deliver the postal article entrusted to the courier to have filed a false affidavit or given a false report, as the case may be.

- (ii) It is found that the Courier is not providing the service up to the expectation of the litigants or advocates or the Court.
- (iii) It is found that the Courier is rendering deficient service.
- (iv) It is found that the courier has made false statement in the application.
- (v) It is found that the courier has done something which may be considered as the sufficient ground to remove the Courier from the panel.
- (b) As soon as it comes to the knowledge of the Registrar General that the Courier has acted in violation of Rule 7(a) or it has been brought to his knowledge that it has done something which makes the Courier liable to be removed under this Rule, he will make an inquiry in this respect himself or depute anyone to make inquiry in this respect. If the Registrar General comes to conclusion that the Courier has done something which makes it liable to be removed from the panel, he will call for an explanation of the Courier as to why it should not be removed. The Registrar General shall place the reply, if any, received from the Courier proposed to be removed along with his recommendations before the Chief Justice.
- (c) The Chief Justice, after going through the recommendation of the Registrar General, reply, if any submitted by the Courier and on making such further inquiries as the Chief Justice may consider appropriate, may approve the recommendations of the Registrar General, for the removal of the Courier from the panel of Approved couriers or pass such orders or give such directions as the Chief Justice may consider appropriate.
- (d) In case of recommendation of removal of the Courier being approved by the Chief Justice, name of the Courier shall be removed from the panel of Approved Couriers and the Registrar General shall inform the said Courier accordingly.

**9. Fee for sending process/documents by courier service to be deposited.**—Where the process is to be sent by Courier Service, the party shall be asked to deposit fee at such rate as may be determined by the High Court for itself and the District Court.

### CHAPTER-3 SERVICE BY FAX

**10. Parties to provide Fax Number, if desire to serve the other party by Fax.**—A party desirous of sending the process by Fax shall provide the Fax Number of the other party whom it would like to serve by Fax.

**11. Process by Fax to bear the the number of pages faxed with process.**—The process being sent by Fax will bear the note that the same is being sent by Fax with or without documents, if any, sent along with it. The party sending the process shall submit the receipt of having sent the Fax to the Court without any delay along with an affidavit in support of having sent the process by Fax.

**12. Party to bear cost of process to be sent by Fax.**—In case a party is permitted to send the process by Fax, such party shall bear the cost of sending the process and the documents, if any, sent along with it. The party sending the process shall submit the receipt of having sent the Fax to the Court without any delay along with an affidavit in support of having sent the process by Fax.

**13. Fee for sending process/documents by Fax using Court facility.**—Where the process is to be sent with or without the documents by a facility provided by the High Court, the party shall be asked to deposit fee at such rate as may be determined by the High Court for itself and the District Courts.

#### **CHAPTER-4** **SERVICE BY ELECTRONIC MAIL SERVICE**

**14. Parties to provide electronic mail address, if desire to serve the other party by electronic mail.**—A party desirous of sending the process to the other party by Electronic Mail Service shall provide electronic mail address of the other party or a party whom it would like to serve by Electronic Mail Service. Party shall file an affidavit in Court stating that the electronic mail address of the other party given by him is correct to the best of his knowledge.

**15. Digitally signed process to be sent at the given electronic mail address by using predesigned templates.**—The process digitally signed by the Presiding Officer of the Court or any other officer authorized by the high Court or the District Judge in this behalf, as the case may be, will be sent at the given electronic mail address of the other party by using the pre-designed be sent at the given electronic mail address of the other party by using the pres-designed templates, designed in accordance with the formats provided in formats provided in Appendix B of the Code of Civil Procedure, 1908 in the form as directed by the Court, with the scanned images of the documents. The bouncing of mail shall not constitute valid service.

**16. Fee for sending process/documents by Electronic Mail Service to be deposited.**—The process would be sent by Electronic Mail Service after the party has deposited the fee at such rate as may be determined by the High Court for itself and the District Court.

#### **CHAPTER-5** **MISCELLANEOUS**

**17. Summonses to witnesses.**—The provisions of these rules apply to summonses to give evidence or to produce documents or other material objects.

**18. Notices or other communicating during the proceedings.**—The court may direct that a notice or any other communication to any of the parties to the suit or any interlocutory proceedings, before it, may be sent by Courier, Fax or Electronic Mail Service in the manner and in the format as it may consider appropriate. Such notice or communication sent by the Electronic Mail Service shall be digitally signed by the Court or by any Officer authorized in this behalf.

**19. Parties may voluntarily apply to be served by Fax or Electronic Mail Service.**—During the trial of the case, any of the party to the suit or interlocutory proceedings, may file an application in writing giving its Fax number or the electronic mail address or both, with the request that it may be served with the notices of the Court or any other communication under the Code at the given Fax number of the designate electronic mail address. Any notice or communication sent at the said number or address will constitute a valid service of such notice or the communication on such party.

**20. Saving.**—Nothing in these rules shall be deemed to limit or otherwise effect the power of the Court relating to the service of the summons or notices or other communications and these rules are in addition to and not in derogation of the powers of the Code relating to the mode of service as provided in the Code or any other law for the time being in force.

**HIGH COURT OF HIMACHAL PRADESH  
GAD BRANCH**

LAST DATE OF TENDER\_\_\_\_\_ No.

Dated:

**NOTICE INVITING TENDERS  
FOR COURIER SERVICE**

Sealed tenders are invited, as per proforma enclosed herewith, from reputed firms, companies or other Body Corporate in the field of courier services for awarding of contract for Couriers Services for delivery of letters, notices/summons, parcels etc. dispatched from High Court of H.P. to every nook and corner of the country and outside India.

Preference will be given to the Courier having features such as security, speed, tracking, specialized and individualized services, committed delivery time and large network throughout the country, including remote areas as well as adequate arrangement for service outside India.

**TERMS AND CONDITIONS**

1. The tenderer shall be required to furnish details about his present business, permanent address, complete networking in the country and outside India, audited accounts for the past three years, experience in the field of courier services and list of valued/important clients and litigation, if any, pending before any of the Courts in H. P. in which it is a party, compulsorily as per annexure "A".
2. Two separate sealed envelopes should be used for submitting (i) tender (ii) earnest money, on each envelope superscribing (a) Tender for Courier Services, and (b) Earnest Money for Courier Services.
3. The tenders are required to quote their lowest competitive rates for courier services to be provided throughout Indian and outside India. Separate rates may be quoted for local delivery, NCR inland delivery outside Himachal Pradesh and delivery in other countries.
4. The rates quoted by the tendered for courier services should be valid for a period of one year from the date of acceptance.
5. The tenderers are required to send their tender alongwith a demand draft of Rs. 20,000/- (Rupees twenty thousand only) drawn in favour of the **"Registrar General, High Court of H.P. Shimla,** as earnest money, which will be refunded to the unsuccessful tenderes on their written request with respect thereto. Name of the firm, telephone number and 'Courier Services' may be written on the reverse side of the demand draft.
6. The successful tenderer shall have to deposit Rs. 40,000/- (Rupees forty thousand only) as Performance Security Deposit within one week from the date of receipt of acceptance letter after adjusting Rs. 20,000/- already deposited with the tender as Earnest Money, which will be refunded on completion of the contractual period successfully and after two months from the payment of last bill.
7. The number of letter letters, notices/summons, parcels may decrease/increase depending upon the exigency/requirement and all the letters, notices/summons/parcels may not necessarily be sent through courier.

8. The Courier will be solely responsible for the safety and security of the documents/goods to be delivered by them.
9. Payment of the work done shall be made on monthly bill basis after presentation of the bill subject to submitting proof of delivery or returned envelopes to this Court.
10. The service provider will have to necessarily furnish proof of delivery in case of served processes with legible signatures of the recipient or return envelope with a proper report in legible handwriting in case of unserved process within a period of 30 days, under acknowledgment from the Registry. In case of refusal by addressee, the name and designation of the person refusing the article or his relationship with the addressee, shall be clearly mentioned on the unserved article.
11. The proof of delivery would be signed by the person who had delivered the post and also counter signed by the responsible officer of the courier posted at the counter located in the Court's complex.
12. With every proof of delivery returned after the service of postal article, the responsible officer, appointed to manage its counter in the Court's complex, will file his own affidavit in support of the service of the postal article or its non-delivery, as the case may be, in the format approved by the Registrar General.
13. No charges shall be paid to the service provider if neither proof of delivery nor unserved letter, notice/summons or parcel is returned back to this Court under acknowledgment within stipulated period and/or the delivery was not effected without valid reasons within stipulated period.
14. There shall be a penalty of Rs. 25/- upon the courier for each consignment for which neither satisfactory proof of delivery nor returned envelope is provided back to his Court within 30 days from the date of dispatch and the same will be deducted from the bill of current or coming month/security deposit.
15. The courier shall have to collect envelopes from and provide proof of delivery/unserved envelopes to Dispatch/Establishment Section of this Court under acknowledgment.
16. The service provider shall necessarily have to accept, the delivery, all the envelopes/letters/parcels etc. which, in the opinion of the concerned Registrar, High Court of Himachal Pradesh, bear adequate address of the consignee. The Registry will deal with the tenders directly and no middlemen/agents/ commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Registry.
17. The Registry reserves the right to reject or accept any or all the tenders. Wholly or partly, without assigning any reason thereof.
18. Over-writing, over typing or erasing of the figures are not allowed and shall render the tender invalid if it appears to be doubtful or ambiguous.
19. Even after awarding the said contract, the High Court reserves the right to terminate the same, if the services of the contractor are not found satisfactory, or that instances covered by clause 14 are exceptionally high during any given period, or in case of deficiency of service, and to entrust the work to another contractor, and to recover the entire expenses for tender from the contractor who committed default.
20. The High Court also reserves the right to terminate the contract if it considers so necessary for any administrative reasons.



Interested parties may send their sealed tender in two separate sealed envelopes, one for submitting the tender and another containing Earnest Money, on each envelope superscribing (i) Tender for Courier Services and (ii) Earnest Money for Courier Services addressed by name to the undersigned as as to reach on or before \_\_\_\_\_ upto \_\_\_\_\_ p.m. On the same day in the office of the Registrar General by the Recommendation committee constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present. The tenders received after due date and/or time and /or without Earnest Money shall not be entertained.

ANNEXURE-'A'

**HIGH COURT OF HIMACHAL PRADESH  
GAD BRANCH**

No.

Dated:

**PROFORMA**

**TO BE SUBMITTED BY THE TENDERERS WITH REFERENCE TO  
NOTICE INVING TENDER FOR COURIER SERVICES**

1. Name of the Courier Service:
2. Postal Address:
3. Mobile/Phone number with the name of the contact person:
4. Permanent Address:
5. Details of litigation
6. Name and addresses of all your establishments/ offices in the country and outside India along with telephone numbers, name of contact persons and total number of staff members at each establishment/ office:
7. Period from which you have been running courier services:
8. Whether capable to deliver letters, notices/summons, parcels etc in far flung/remote areas in the country and outside India:

9. Minimum and maximum time required for delivery of letters, notices/summons, parcels etc.
10. Quote your competitive rates compulsorily as per below format (excluding service tax and education cess):

Sl. No.	Destination	Upto 250 gms	Upto 500 gms	Above 500 gms
1	Local			
2	National Capital Region (NCR)			
3	Punjab			
4	Haryana			
5	Rajasthan			
6	Chandigarh			
7	Rest of India			
8	Outside India			

11. Are you having on-line Tracking Facility and large network throughout the country, as well as adequate arrangements for service outside India, if so, give details.
12. List of your valued/important clients along with telephone numbers and names of contact persons:
13. Turnover of past three years

SIGNATURE.....

(with date).....

Name.....

Designation.....

(Rubber stamp of company)

**AGREEMENT**

This agreement is entered into at Shimla on the \_\_\_\_\_ day of \_\_\_\_\_ 2010, between M/s \_\_\_\_\_ (hereinafter called "The Courier") which expression shall unless excluded by or repugnant to the context, include its successors and assignees of the one part and the Registrar General High Court of Himachal Pradesh, Shimla-171001 (hereinafter called the High Court) Which expression shall unless excluded by or repugnant to the context, include its successors and assignees of the other part.

AND WHEREAS pursuant to the abridges publication of a Tender Notice in \_\_\_\_\_ newspaper on \_\_\_\_\_ and on receipt of copy of detailed Tender Notice dated \_\_\_\_\_ by the tenderers inviting tenders for awarding of Contract for Courier Services for delivery of letters, notices/summons packets etc. to be dispatched from the High Court or Subordinate Courts in the State of H. P. to various parts of the country including remote areas and outside India, the Court submitted its tender dated \_\_\_\_\_ for providing Courier Services in the High Court, Subordinate Courts in H. P. The Courier Services which shall form part and parcel of this agreement (Annexure-1) (hereinafter collectively referred as "Tender" and shall remain binding on the Courier, in so far as terms and conditions in the tender do not conflict with the terms and conditions set out in this Agreement.

AND WEHREAS the Courier, having been found to be suitable for the job and their rates having been approved is being awarded the contract for Courier Services for delivery of letters, notices/summons, parcels etc. dispatched from the High Court to various parts of the country, including remote areas and outside India.

AND WHEREAS parties hereto have agreed to enter into this Agreement for the said job in the manner hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**THAT** the work shall have to be carried out as per tender and directions of the Registrar General, High Court or any other authorized officer from time to time and more particularly described as under:

1. The Courier shall have to deposit Rs. 40,000/- (Rupees forty thousand only) as Performance Security Deposit within one week from the date of receipt of acceptance letter after adjusting Rs. 20,000/- already deposited with the tender as Earnest Money, which will be refunded on completion of the contractual period successfully and after two months from the payment of last bill.
2. The number of letters, notices/summons, parcels may decrease/increase depending upon the exigency/requirement and all the letters, notices/summons/parcels may not necessarily be sent through courier.
3. The service provider will be solely responsible for the safety and security of the documents/goods to be delivered by them.
4. Payment of work done shall be made on monthly bill basis after presentation of the bill subject to submitted proof of delivery or returned envelope tot he High Court and Subordinate Courts in State of H.P. At the following rates and duty certified by the Deputy Registrar/ Assistant Registrar/Registrar General.

Sl. No.	Destination	Upto 250 gms	Upto 500 gms	Above 500 gms
1	Local			
2	National Capital Region (NCR)			
3	Punjab			
4	Haryana			
5	Rajasthan			
6	Chandigarh			
7	Rest of India			
8	Outside India			

5. The Courier will have to necessarily furnish proof of delivery in case of served processes with legible signatures of the recipient or return envelope with a proper report in legible handwriting in case of unserved process within a period of 30 days, under acknowledgment from the High Court. In case of refusal by addressee, the name and designation of the person refusing the article or his relationship with the addressee shall be clearly mentioned on the unserved article.
6. Proof of delivery shall be supported by an affidavit of the person delivering the post.
7. No charges shall be paid to the Courier if neither proof of delivery nor unserved letter, notice/summon or parcel is returned back to the High Court under acknowledgment within stipulated period and/or the delivery was not effected without valid reasons within stipulated period.
8. There shall be a penalty of Rs. 25/- upon the Courier for each consignment for which neither satisfactory proof of delivery nor returned envelope is provided back to the High Court and Subordinate Court in the State of H. P. within 30 days from the date of dispatch and same will be deducted from the bill of current or coming month/security deposit.
9. The courier shall collect envelopes from and provide proof of delivery/unserved envelopes to Dispatch/Establishment Section of the High Court and other Courts in State of H.P. under acknowledgment.
10. The Courier shall necessarily have to accept for delivery, all the envelopes/letters/parcels etc which, in the opinion of the concerned Registrar, High Court of Himachal Pradesh, bear adequate address of the consignee. The Registry/Office will deal with the Courier directly and no middlemen/agent/commission agents etc. shall be asked by the Courier to represent its cause and they will not be entertained by the Registry.
11. The High Court reserves the right to terminate the contract, if the service of Courier are not found satisfactory, or that instances covered by clause 8 are exceptionally high during any given period, or in case of deficiency of service, and to entrust the work to another contractor, and to recover the entire expenses for tender from the contractor who committed default.
12. The High Court also reserves the right to terminate if it considers so necessary for any administrative reasons.

13. The terms and conditions mentioned in the tender notice and the rules framed by the High Court in this regard shall form part and parcel of this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the date above written.

**WITNESSES :**

1. (Signature of first party)
2. (Signature of Second party)

By order of the High Court  
Sd/-  
Registrar General.

**हिमाचल प्रदेश विधान सभा सचिवालय**

अधिसूचना

शिमला, 4 फरवरी, 2014

**संख्या: वि0स0-विधायन-अनु0बजट/1-6/2014.**—हिमाचल प्रदेश विधान सभा की प्रक्रिया एवं कार्य संचालन नियमावली, 1973 के नियम 140 के अन्तर्गत हिमाचल प्रदेश विनियोग विधेयक, 2014 (2014 का विधेयक संख्यांक-1) जो आज दिनांक 4 फरवरी, 2014 को हिमाचल प्रदेश विधान सभा में पुरःस्थापित हो चुका है, सर्व-साधारण की सूचनार्थ राजपत्र में मुद्रित करने हेतु प्रेषित किया जाता है।

हस्ताक्षरित /—  
सचिव  
हिमाचल प्रदेश विधान सभा।

**हिमाचल प्रदेश विनियोग विधेयक, 2014**

**खण्डों का क्रम**

**खण्ड :**

1. संक्षिप्त नाम और प्रारम्भ।
2. हिमाचल प्रदेश राज्य की संचित निधि में से वित्तीय वर्ष 2013-2014 के लिए 15,01,71,59,719 रुपए की और राशि जारी करना।
3. विनियोग।

**अनुसूची**

2014 का विधेयक संख्यांक 1

**हिमाचल प्रदेश विनियोग विधेयक, 2014**

(विधानसभा में पुरःस्थापित रूप में)

31 मार्च, 2014 को समाप्त होने वाले वित्तीय वर्ष के लिए हिमाचल प्रदेश राज्य की संचित निधि में से सेवाओं के लिए कतिपय और धनराशियों के संदाय को प्राधिकृत करने और उनका विनियोग करने के लिए विधेयक।

भारत गणराज्य के पैसठवें वर्ष में हिमाचल प्रदेश विधान सभा द्वारा निम्नलिखित रूप में यह अधिनियमित हो:-

1. **संक्षिप्त नाम.**—इस अधिनियम का संक्षिप्त नाम हिमाचल प्रदेश विनियोग अधिनियम, 2014 है।
2. **हिमाचल प्रदेश राज्य की संचित निधि में से वित्तीय वर्ष 2013-2014 के लिए 15,01,71,59,719 रुपए की राशि जारी करना.**—हिमाचल प्रदेश राज्य की संचित निधि में से अनुसूची के तृतीय स्तम्भ में विनिर्दिष्ट से अनधिक धनराशियों, जिनका योग 15,01,71,59,719 रुपए (पन्द्रह सौ एक करोड़ इकहतर लाख उन्नसठ हजार और सात सौ उन्नीस रुपए) है, संदत्त और उपयोजित की जाए, जिनका वित्तीय वर्ष 2013-2014 की अवधि में अनुसूची के द्वितीय स्तम्भ में विनिर्दिष्ट सेवाओं और प्रयोजनों से सम्बन्धित विभिन्न प्रभागों को चुकाने के लिए उपयोग किया जाएगा।
3. **विनियोग.**—इस अधिनियम द्वारा हिमाचल प्रदेश राज्य की संचित निधि में से संदत्त और उपयोजित किए जाने के लिए प्राधिकृत धनराशियों का इस अधिनियम की धारा 2 के अधीन विनिर्दिष्ट अवधि से सम्बन्धित अनुसूची में अभिव्यक्त सेवाओं और प्रयोजनों के लिए और विनियोजन किया जाएगा।

### अनुसूची

(धारा 2 और 3 देखें)

मांग संख्या	सेवाएं और प्रयोजन	निम्नलिखित राशियों से अनधिक		जोड़
		विधानसभा द्वारा दत्तमत ₹	संचित निधि पर प्रभारित ₹	
1	2	3	4	5
1.	विधान सभा (राजस्व) (पूँजी)	4,38,92,000 80,78,000	4,72,000	4,43,64,000 80,78,000
2.	राज्यपाल और मंत्री परिषद (राजस्व)	4,58,51,000	—	4,58,51,000
3.	न्याय प्रशासन (राजस्व) (पूँजी)	2,000 8,06,00,000	1,37,77,000	1,37,79,000 8,06,00,000
4.	सामान्य प्रशासन (राजस्व) (पूँजी)	1,000 2,66,38,000	71,83,398 —	71,84,398 2,66,38,000
5.	भू-राजस्व और जिला प्रशासन (राजस्व) (पूँजी)	57,11,25,000 2,00,000	8,63,000 —	57,19,88,000 2,00,000
6.	आबकारी और कराधान (राजस्व) (पूँजी)	13,87,13,128 75,00,000	—	13,87,13,128 75,00,000
7.	पुलिस और सम्बद्ध संगठन (राजस्व) (पूँजी)	68,41,79,450 8,51,00,000	4,67,407	68,46,46,857 8,51,00,000
8.	शिक्षा (राजस्व) (पूँजी)	64,78,30,500 48,65,00,000	—	64,78,30,500 48,65,00,000
9.	स्वास्थ्य और परिवार कल्याण (राजस्व)	24,13,04,000	—	24,13,04,000
10.	लोक निर्माण—सड़कें पुल तथा भवन (राजस्व) (पूँजी)	12,28,36,590	— 4,88,03,000	12,28,36,590 4,88,03,000
11.	कृषि (राजस्व)	2,60,46,972	—	2,60,46,972

1	2	3	4	5
12.	उद्यान (राजस्व) (पूँजी)	22,99,68,410 10,00,00,000	—	22,99,68,410 10,00,00,000
13.	सिंचाई, जलापूर्ति एवं सफाई (राजस्व)	1,000	—	1,000
14.	पशुपालन, दुग्ध विकास एवं मत्स्य (राजस्व)	5,49,00,307	5,56,227	5,54,56,534
15.	योजना एवं पिछड़ा क्षेत्र उप-योजना (राजस्व) (पूँजी)	1,000 20,82,87,000	— —	1,000 20,82,87,000
16.	वन और वन्य जीवन (राजस्व) (पूँजी)	14,40,37,300 13,80,000	— —	14,40,37,300 13,80,000
17.	निर्वाचन (राजस्व)	9,78,87,414	—	9,78,87,414
18.	उद्योग, खनिज, आपूर्ति एवं सूचना प्रौद्योगिकी (पूँजी)	15,91,00,000	—	15,91,00,000
19.	सामाजिक न्याय एवं अधिकारिता (राजस्व) (पूँजी)	62,07,42,518 1,33,00,000	— —	62,07,42,518 1,33,00,000
20.	ग्रामीण विकास (राजस्व)	40,86,68,000	—	40,86,68,000
21.	सहकारिता (राजस्व) (पूँजी)	1,79,27,504 11,74,94,000	— —	1,79,27,504 11,74,94,000
22.	खाद्य एवं नागरिक आपूर्ति (राजस्व) (पूँजी)	76,26,46,645 10,50,00,000	— —	76,26,46,645 10,50,00,000
23.	विद्युत विकास (पूँजी)	1,19,30,39,000	—	1,19,30,39,000
25.	सड़क और जल परिवहन (राजस्व) (पूँजी)	36,85,16,000 2,50,00,000	— —	36,85,16,000 2,50,00,000
26.	पर्यटन और नागर विमानन (राजस्व)	35,56,000	—	35,56,000
27.	श्रम, रोजगार और प्रशिक्षण (पूँजी)	3,79,65,000	—	3,79,65,000
28.	शहरी विकास, नगर एवं ग्राम योजना तथा आवास (राजस्व)	6,16,06,000	—	6,16,06,000
29.	वित्त (राजस्व) (पूँजी)	2,59,06,25,104 1,000	71,74,22,650 2,10,00,47,000	3,30,80,47,754 2,10,00,48,000
30.	विविध सामान्य सेवाएं (राजस्व)	7,94,72,975	—	7,94,72,975
31.	जनजातीय विकास (राजस्व) (पूँजी)	32,18,12,700 4,67,23,000	—	32,18,12,700 4,67,23,000
32.	अनुसूचित जाति उप-योजना (राजस्व) (पूँजी)	82,20,45,520 31,94,67,000	—	82,20,45,520 31,94,67,000
	जोड़ (राजस्व)	9,10,61,96,037	74,07,41,682	9,84,69,37,719
	(पूँजी)	3,02,13,72,000	2,14,88,50,000	5,17,02,22,000
	कुल जोड़	12,12,75,68,037	2,88,95,91,682	15,01,71,59,719

## उद्देश्यों और कारणों का कथन

यह विधेयक, भारत के संविधान के अनुच्छेद 205 के साथ पठित अनुच्छेद 204 के खण्ड (1) के अनुसरण में हिमाचल प्रदेश राज्य की संचित निधि में से वित्तीय वर्ष 2013-2014 के लिए हिमाचल प्रदेश सरकार के अनुमानित व्ययों के सम्बन्ध में संचित निधि पर प्रभारित व्ययों और विधान सभा द्वारा यथा दत्तमत अन्य व्ययों को पूरा करने के लिए हिमाचल प्रदेश राज्य की संचित निधि में से अपेक्षित और धन के विनियोजन का उपबन्ध करने के लिए पुरःस्थापित है।

(वीरभद्र सिंह)  
मुख्य मन्त्री।

शिमला :

तारीख : 4 फरवरी, 2014

भारत के संविधान के अनुच्छेद 207 के अधीन राज्यपाल की सिफारिशें  
(वित्त विभाग नस्ति संख्या फिन ए.सी.(6)2 / 2013)

हिमाचल प्रदेश की राज्यपाल, हिमाचल प्रदेश विनियोग विधेयक, 2014 की विषय-वस्तु के बारे में सूचित किए जाने के पश्चात्, भारत के संविधान के अनुच्छेद 207 के अधीन उक्त विधेयक को विधान सभा में पुरःस्थापित करने और उस पर विचार करने की सिफारिश करती हैं।

*AUTHORITATIVE ENGLISH TEXT*

**THE HIMACHAL PRADESH APPROPRIATION BILL, 2014**

(ARRANGMENT OF CLAUSES)

*Clauses :*

1. Short title.
2. Issue of a further sum of ₹15,01,71,59,719 out of the Consolidated Fund of the State of Himachal Pradesh for the financial year 2013-2014.
3. Appropriation.

THE SCHEDULE

**Bill No. 1 of 2014**

**THE HIMACHAL PRADESH APPROPRIATION BILL, 2014**

(AS INTRODUCED IN THE LEGISLATIVE ASSEMBLY)

A

BILL

*to authorise payment and appropriation of certain further sums from and out of the Consolidated Fund of the State of Himachal Pradesh for the services for the financial year ending on the 31<sup>st</sup> day of March, 2014.*



BE it enacted by the Legislative Assembly of Himachal Pradesh in the Sixty-fifth Year of the Republic of India as follows:—

1. **Short title.**—This Act may be called the Himachal Pradesh Appropriation Act, 2014.
2. **Issue of a further sum of ₹ 15,01,71,59,719 out of the Consolidated Fund of the State of Himachal Pradesh for the financial year 2013-2014.**—From and out of the Consolidated Fund of the State of Himachal Pradesh, there may be paid and applied sums not exceeding those specified in column (3) of the Schedule amounting in the aggregate to the sum of ₹ 15,01,71,59,719 (Rupees Fifteen hundred one crores seventy one lakh fifty nine thousand seven hundred nineteen only) towards defraying the several charges which will come in course of payment during the financial year 2013-2014 in respect of the services and purposes specified in column (2) of the Schedule.
3. **Appropriation.**—The sums authorized to be paid and applied from and out of the Consolidated Fund of the State of Himachal Pradesh by this Act shall be further appropriated for the services and purposes expressed in the Schedule in relation to the period specified under section 2 of this Act.

### THE SCHEDULE

(See sections 2 and 3)

Demand No.	Services and purposes		Sums not exceeding		Total
			Voted by the Legislative Assembly	Charged on the Consolidated Fund	
			₹	₹	₹
1	2		3	4	5
1.	Vidhan Sabha	(Revenue) (Capital)	4,38,92,000 80,78,000	4,72,000 —	4,43,64,000 80,78,000
2.	Governor and Council of Ministers	(Revenue)	4,58,51,000	—	4,58,51,000
3.	Administration of	(Revenue)	2,000	1,37,77,000	1,37,79,000
4.	General Administration	(Revenue) (Capital)	1,000 2,66,38,000	71,83,398 —	71,84,398 2,66,38,000
5.	Land Revenue and District Administration	(Revenue) (Capital)	57,11,25,000 2,00,000	8,63,000 —	57,19,88,000 2,00,000
6.	Excise and Taxation	(Revenue) (Capital)	13,87,13,128 75,00,000	— —	13,87,13,128 75,00,000
7.	Police and Allied	(Revenue)	68,41,79,450	4,67,407	68,46,46,857
8.	Education	(Revenue)	64,78,30,500	—	64,78,30,500
9.	Health and Family Welfare	(Revenue)	24,13,04,000	—	24,13,04,000

1	2	3	4	5
10.	Public Work-Roads (Revenue)	12,28,36,590	—	12,28,36,590
	Bridges and Buildings (Capital)	—	4,88,03,000	4,88,03,000
11.	Agriculture (Revenue)	2,60,46,972	—	2,60,46,972
12.	Horticulture (Revenue)	22,99,68,410	—	22,99,68,410
	(Capital)	10,00,00,000		10,00,00,000
13.	Irrigation, Water (Revenue)	1,000	—	1,000
14.	Animal Husbandry, and Fisheries (Revenue)	5,49,00,307	5,56,227	5,54,56,534
15.	Planning and Backward (Revenue)	1,000	—	1,000
16.	Forest and Wild Life (Revenue)	14,40,37,300	—	14,40,37,300
	(Capital)	13,80,000	—	13,80,000
17.	Election (Revenue)	9,78,87,414	—	9,78,87,414
18.	Industries, Minerals, Supplies & Information Technology (Capital)	15,91,00,000	—	15,91,00,000
19.	Social Justice and Empowerment (Revenue)	62,07,42,518	—	62,07,42,518
	(Capital)	1,33,00,000	—	1,33,00,000
20.	Rural Development (Revenue)	40,86,68,000	—	40,86,68,000
21.	Co-operation (Revenue)	1,79,27,504	—	1,79,27,504
22.	Food and Civil Supplies (Revenue)	76,26,46,645	—	76,26,46,645
	(Capital)	10,50,00,000	—	10,50,00,000
23.	Power Development (Capital)	1,19,30,39,000	—	1,19,30,39,000
25.	Road and Water (Revenue)	36,85,16,000	—	36,85,16,000
26.	Tourism and Civil Aviation (Revenue)	35,56,000	—	35,56,000
27.	Labour, Employment and Training (Capital)	3,79,65,000	—	3,79,65,000
28.	Urban Development, Planning and Housing (Revenue)	6,16,06,000	—	6,16,06,000
29.	Finance (Revenue)	2,59,06,25,104	71,74,22,650	3,30,80,47,754
	(Capital)	1,000	2,10,00,47,000	2,10,00,48,000
30.	Miscellaneous General Services (Revenue)	7,94,72,975	—	7,94,72,975
31.	Tribal Development (Revenue)	32,18,12,700	—	32,18,12,700
32.	Scheduled Castes Sub-Plan (Revenue)	82,20,45,520	—	82,20,45,520
	(Capital)	31,94,67,000	—	31,94,67,000
	<b>Total (Revenue)</b>	<b>9,10,61,96,037</b>	<b>74,07,41,682</b>	<b>9,84,69,37,719</b>
	<b>(Capital)</b>	<b>3,02,13,72,000</b>	<b>2,14,88,50,000</b>	<b>5,17,02,22,000</b>
	<b>Grand Total</b>	<b>12,12,75,68,037</b>	<b>2,88,95,91,682</b>	<b>15,01,71,59,719</b>

---

**STATEMENT OF OBJECTS AND REASONS**

This Bill is introduced in pursuance of clause (1) of article 204 read with article 205 of the Constitution of India to provide for the appropriation from and out of the Consolidated Fund of the State of Himachal Pradesh of the moneys further required to meet the expenditure charged on the Consolidated Fund and other expenditure as voted by the Legislative Assembly in respect of the estimated expenditure of the Government of Himachal Pradesh for the financial year 2013-2014.

**(VIRBHADRA SINGH)**  
*Chief Minister.*

SHIMLA :  
The 4<sup>th</sup> February, 2014.

---

**RECOMMENDATIONS OF THE GOVERNOR UNDER ARTICLE 207 OF THE  
CONSTITUTION OF INDIA**

(Finance Department File No. Fin. A.C(6) 2/2013)

The Governor, Himachal Pradesh, having been informed of the subject matter of Himachal Pradesh Appropriation Bill, 2014, recommends, under article 207 of the Constitution of India, the introduction in and consideration by the Legislative Assembly of the said Bill.

---

***CHANGE OF NAME***

I, Vikas Thapa Magar s/o Shri Hom Bahadur Thapa Magar, 14 GTC Subathu, District Solan (H. P.) declare that I have to correct my father and mother surname wrongly written in School records of my sister (Sapna Thapa Magar), aged 17 years, Session 2010-12 CBSE having Roll No. 2237754, Certificate No. 229376, dated 24-5-2012 from Nagar to Magar.

VIKAS THAPA  
s/o Shri Hom Bahadur Thapa Magar,  
r/o 99/4, Qt. No. 10,  
14 GTC Duty Company, Subathu, District Solan (H. P.).

---

***CHANGE OF NAME***

I, Jagmohan Singh s/o Shri Albel Singh, r/o Katcha Tank Nahan, District Sirmour, Himachal Pradesh declare that my and my wife actual name is Jagmohan Singh and Raksha Kumari which is wrongly entered in our son Himanshu Thakur CBSE Board Matriculation Marksheet as Jagmohan Thakur and Raksha Thakur. Please note.

JAGMOHAN SINGH  
s/o Shri Albel Singh,  
r/o Katcha Tank Nahan, District Sirmour,  
Himachal Pradesh.

**In the Court of Shri B. D. Gupta, Sub-Divisional Officer, Chopal, District Shimla, Himachal Pradesh**

Date of institution : 24-1-2014

Date of hearing /decision: 4-3-2014

Shri Neeraj Dogra s/o Shri Khajan Singh Dogra, r/o Village Dasholi, P.O. Maraog, Tehsil Chopal, District Shimla, Himachal Pradesh.

*Versus*

1. General public.
2. The Pradhan, Gram Panchayat Gorli, Tehsil Chopal, District Shimla (H.P.).

*Subject.*—Application for correction of name in the Revenue Record.

**ORDER**

Whereas the above named applicant has made an application for correction of name in the Revenue Record before me dated 24-1-2014.

The above named applicant has requested in this application that his name has been written wrongly in the revenue record as Surinder Singh, but his name has been entered in Panchayat record, UID/Aadhaar as well as in School Certificates as Neeraj Dogra and which is true and correct as per his affidavits attached with application.

Hence, proclamation is hereby made to the respondent's *i.e.* general public/Gram Panchayat Gorli Maraog for inviting the objection, if any, if someone has any objection regarding correction of name in the revenue record he may appear in this court on or before 4-3-2014 failing which *ex-parte* proceeding will be initiated against the respondents and the order of the correction in the revenue record will be issued and sent to the revenue officer concern for operation in the revenue record.

Given under my hand and the seal of the court on dated 31-1-2014.

Seal.

B. D. GUPTA,  
*Sub-Divisional Officer,*  
*Chopal, District Shimla, Himachal Pradesh.*